

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

MARCUS ROBERTS,

CASE NO.:

Plaintiff,

vs.

A-NATIONAL LIMOUSINE
SERVICE, INC., A GEORGIA
CORPORATION,

Defendant.

_____ /

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, MARCUS ROBERTS, by and through the undersigned attorney, sues the Defendant, A-NATIONAL LIMOUSINE SERVICE, INC., a Georgia Corporation, and alleges:

1. Plaintiff was an employee of Defendant and brings this action for unpaid overtime compensation, liquidated damages, and all other applicable relief pursuant to the Fair Labor Standards Act, as amended, 29 U.S.C. § 216(b) (“FLSA”).

GENERAL ALLEGATIONS

2. Plaintiff worked for Defendant from approximately August 2017 to July 2020.

3. Plaintiff worked for Defendant as a dispatcher assisting in the dispatching of vehicles to customers.

4. At all times, Plaintiff was paid by the hour by Defendant.

5. Defendant, A-NATIONAL LIMOUSINE SERVICE, INC, is the “preferred Atlanta limousine service since 1982.” *See* <http://www.anationallimo.com/>.

6. Defendant’s headquarters and principal place of business is in Atlanta, Georgia, and within the jurisdiction of this Court.

7. This action is brought under the FLSA to recover from Defendant unpaid overtime compensation, liquidated damages, and reasonable attorneys’ fees and costs.

8. This Court has jurisdiction over Plaintiff’s claims pursuant to 28 U.S.C. §1331 and the FLSA.

9. During Plaintiff’s employment with Defendant, Defendant earned more than \$500,000.00 per year in gross sales.

10. During Plaintiff's employment with Defendant, Defendant employed two or more employees which handled goods, materials and supplies which had travelled in interstate commerce, including computers, vehicles, office equipment, telephones and other items.

11. Defendant was an enterprise under the FLSA.

FLSA VIOLATIONS

12. At all times relevant to this action, Defendant has failed to comply with the FLSA by failing to pay Plaintiff complete overtime compensation.

13. During his employment with Defendant, Plaintiff was paid his regular hourly rate for all overtime hours worked.

14. On Plaintiff's paystubs, Defendant would pay Plaintiff "straight time" for his overtime under either the "Charter" or "Bonus" line items.

15. Defendant failed to pay Plaintiff time and one-half of his hourly rate for overtime hours worked.

16. Upon information and belief, the records, to the extent any exist and are accurate, concerning the number of hours worked and amounts paid to Plaintiff is in the possession and custody of Defendant.

COUNT I – RECOVERY OF OVERTIME WAGES

17. Plaintiff reincorporates and readopts all allegations contained in paragraphs (1) through (16) above.

18. Plaintiff was entitled to be paid overtime compensation for overtime hours worked.

19. During his employment with Defendant, Plaintiff worked overtime hours but was only paid his regular hourly rate instead of time and one-half his hourly rate for those overtime hours worked.

20. Defendant did not have a good faith basis for its decision to not pay Plaintiff complete and proper overtime compensation for overtime hours worked.

21. Because of Defendant's intentional, willful, and unlawful acts in refusing to pay Plaintiff proper compensation, Plaintiff has suffered damages plus incurring reasonable attorneys' fees and costs.

22. Because of Defendant's willful violation of the FLSA, Plaintiff is entitled to liquidated damages.

23. Plaintiff demands a trial by jury.

WHEREFORE, Plaintiff, MARCUS ROBERTS, demands judgment against Defendant for unpaid overtime wages, liquidated damages, reasonable attorneys' fees and costs incurred in this action, and any and all further relief that this Court determines to be just and appropriate.

Dated this 11th day of March, 2021.

/s/ C. RYAN MORGAN
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